

A. G. Contract No.KR-89-1845-TRD
ECS File: JPA-89-33
Project: I-IR-10-3(267)
TRACS: 10 MA 146 H2327 01C
Section: I-10/Squaw Peak/
East Papago T.I.

54535

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into April 02, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and CITY
OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter 2, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the Interchange right of way of Interstate Route 10, State Route 51 and State Route 202 at the following location:

NO.	<u>14655</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>4/2/90</u>
<u>Jess Shewmake</u>	
Secretary of State	
By	<u>V. Greenwell</u>

Within the right of way on I-10, from median centerline station 7735+50 at the 18th Street pedestrian overpass to median centerline station 7760+20 at Roosevelt Street; within the right of way on State Route 51, from construction centerline 0+60.15 of Lane N-S at McDowell Road to construction centerline 16+43.19 of Lane N-S at Interstate Route 10; and within the right of way on State Route 202, from construction centerline station 974+93.59 / 27+21.55 of Lane W-E at Interstate Route 10 to construction centerline station 999+57 at 24th Street, a net distance of 1.23 miles (the "Project").

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. State will:

a. Prepare plans for the landscape project. Upon review and concurrence by the City, submit the plans to the Federal Highway Administration for approval.

b. Upon approvals, construct the landscape project using State and Federal funds apportioned to the State.

c. Maintain the landscaping and irrigation system generally in the right-of-way within the access control, furnishing all labor, materials (excluding water) and electrical power to maintain the same. The areas for maintenance are shown in the Landscape Maintenance Exhibit attached hereto and made a part hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

2. City will:

a. Furnish and install necessary water services for the irrigation systems from water mains to the designated locations within the right of way of the project, at the State's expense.

b. Furnish all water to the irrigation system for plantings during the construction contract landscape installation phase and landscape establishment period, and all water thereafter necessary to properly maintain the landscape within all areas of the project, at the City's expense.

c. Maintain the landscaping and irrigation system generally in the right of way outside the access control, furnishing all labor, materials and electrical power to maintain the same. The areas outlining maintenance responsibilities are shown in the Landscape Maintenance Exhibit attached hereto and made a part hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. Any changes, additions or deletions to the landscaping must have written approval by the State. All maintenance work will be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

d. Properly maintain all colored steel picket fencing within the area of the project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement

violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Phoenix
City Manager
251 W. Washington
Phoenix, Arizona 85003

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF PHOENIX,
a Municipal Corporation

By 
JAMES H. MATTESON, P.E.
Street Transportation
Director

STATE OF ARIZONA
Department of Transportation

By 
GARY K. ROBINSON
Chief Deputy State Engineer

ATTEST
2132j
19SEP


CITY CLERK

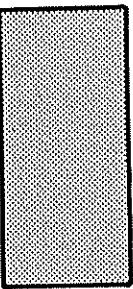
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22FEB

**LANDSCAPE
MAINTENANCE EXHIBIT**

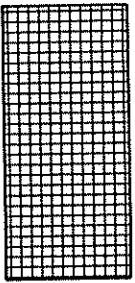
ADOT Construction Project ACI-IR-10-3(267)

I-10/Squaw Peak/East Papago T.I.

This exhibit defines the areas of maintenance responsibility for the Arizona Department Of Transportation. The delineated areas apply to responsibilities for maintenance of landscape plant material, inert ground cover and automatic irrigation systems.

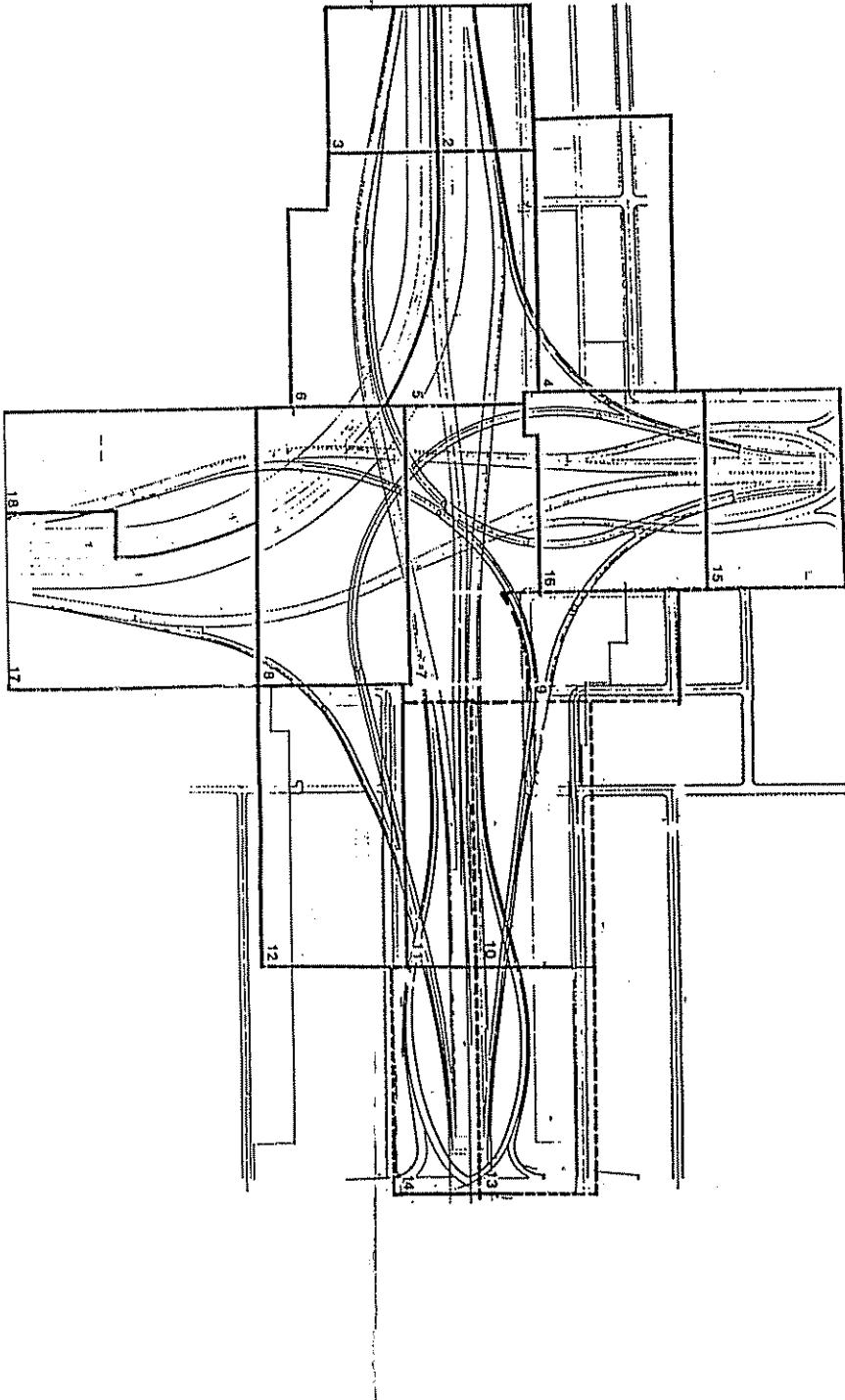


City Of Phoenix Maintained Area



Department Of Transportation Maintained Area

I-10/SQUAW PEAK/
EAST PAPAGO T.L.
MARIOPA COUNTY



AVOID DESIGN

INC.

1000 N. 18th Street

Suite D-40

Phoenix, Arizona 85012

602-277-2866



ITEM	STATE	PROJECT NO.	SCHEMATIC NO.	DATE
1	AZ	100-10-31877	1	1-10-10-31877
2	AZ	100-10-31877	2	1-10-10-31877
3	AZ	100-10-31877	3	1-10-10-31877
4	AZ	100-10-31877	4	1-10-10-31877
5	AZ	100-10-31877	5	1-10-10-31877
6	AZ	100-10-31877	6	1-10-10-31877
7	AZ	100-10-31877	7	1-10-10-31877
8	AZ	100-10-31877	8	1-10-10-31877
9	AZ	100-10-31877	9	1-10-10-31877
10	AZ	100-10-31877	10	1-10-10-31877
11	AZ	100-10-31877	11	1-10-10-31877
12	AZ	100-10-31877	12	1-10-10-31877
13	AZ	100-10-31877	13	1-10-10-31877
14	AZ	100-10-31877	14	1-10-10-31877
15	AZ	100-10-31877	15	1-10-10-31877
16	AZ	100-10-31877	16	1-10-10-31877
17	AZ	100-10-31877	17	1-10-10-31877
18	AZ	100-10-31877	18	1-10-10-31877

203100

KEY SHEET

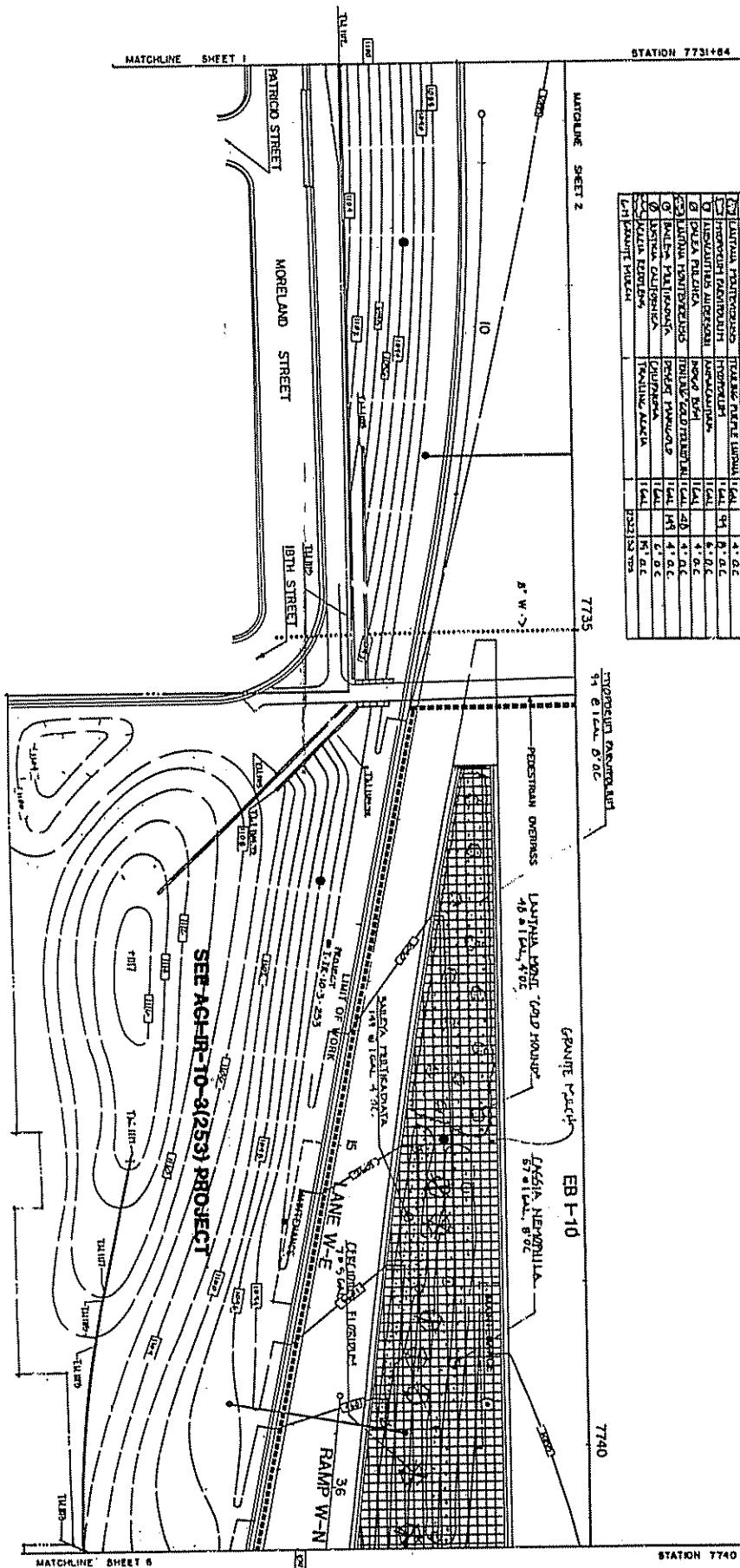
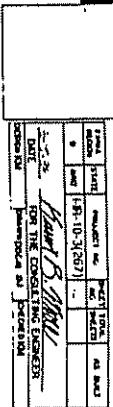
NO.	REVISIONS	ST	DATE
A1	PLATE CIRCUITS	PCB III	6-8-87
A2	DRAFT CIRCUITS	PCV III	10-12-87

PLANT & MATERIALS LIST

WILLI DESIGN
A S S U M I T
Land Planning and Design Consultancy

Land Planning and Design Consultants

1



PRELIMINARY
ONLY



I-10/SQUAW PEAK
EAST PAPAGO TI
MARICOPA COUNTY

PROPERTY FOR FUTURE DISPOSAL BY ADOT

WIDTH DESIGN
and Planning and Design Consultants

STATION	SPAN	NUMBER OF SPANS	SPAN LENGTH	AS BUILT
7740+61	10TH ST	1	10' 0"	10' 0"

STATION	SPAN	NUMBER OF SPANS	SPAN LENGTH	AS BUILT
7740+61	10TH ST	1	10' 0"	10' 0"

CASuarina glaucescens
220 ft. 14 in. 8 ft.

SACIA sempervirens
220 ft. 14 in. 15 ft.

JUSTICE CALIFORNICA
180 ft. 14 in.

EUCALYPTUS MULGUNTEA
80 ft. 5 in.

EUCALYPTUS MULGUNTEA
220 ft. 14 in.

PLANT & MATERIALS LIST

KEY BOTANICAL NAME COMMON NAME SIZE QTY REMARKS

O. MULGA MULGA SLEET MULGA FTAL. 2

O. EUCALYPTUS MULGUNTEA EUCALYPTUS MULGUNTEA FTAL. 10

MATCHLINE SHEET 6

WB 1-10

MATCHLINE SHEET 7

WB 1-10

MATCHLINE SHEET 8

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MATCHLINE SHEET 9

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MATCHLINE SHEET 10

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MATCHLINE SHEET 92

PLAT 10120219 AT DATE

H-101 SQUAW PEAK
EAST PAPAGO T.L.
MARICOPA COUNTY

Matchline Sheet 5
7742 SWY. CONCRETE TUBES
CASA PHYLLOPHEA
4' x 16' x 80'

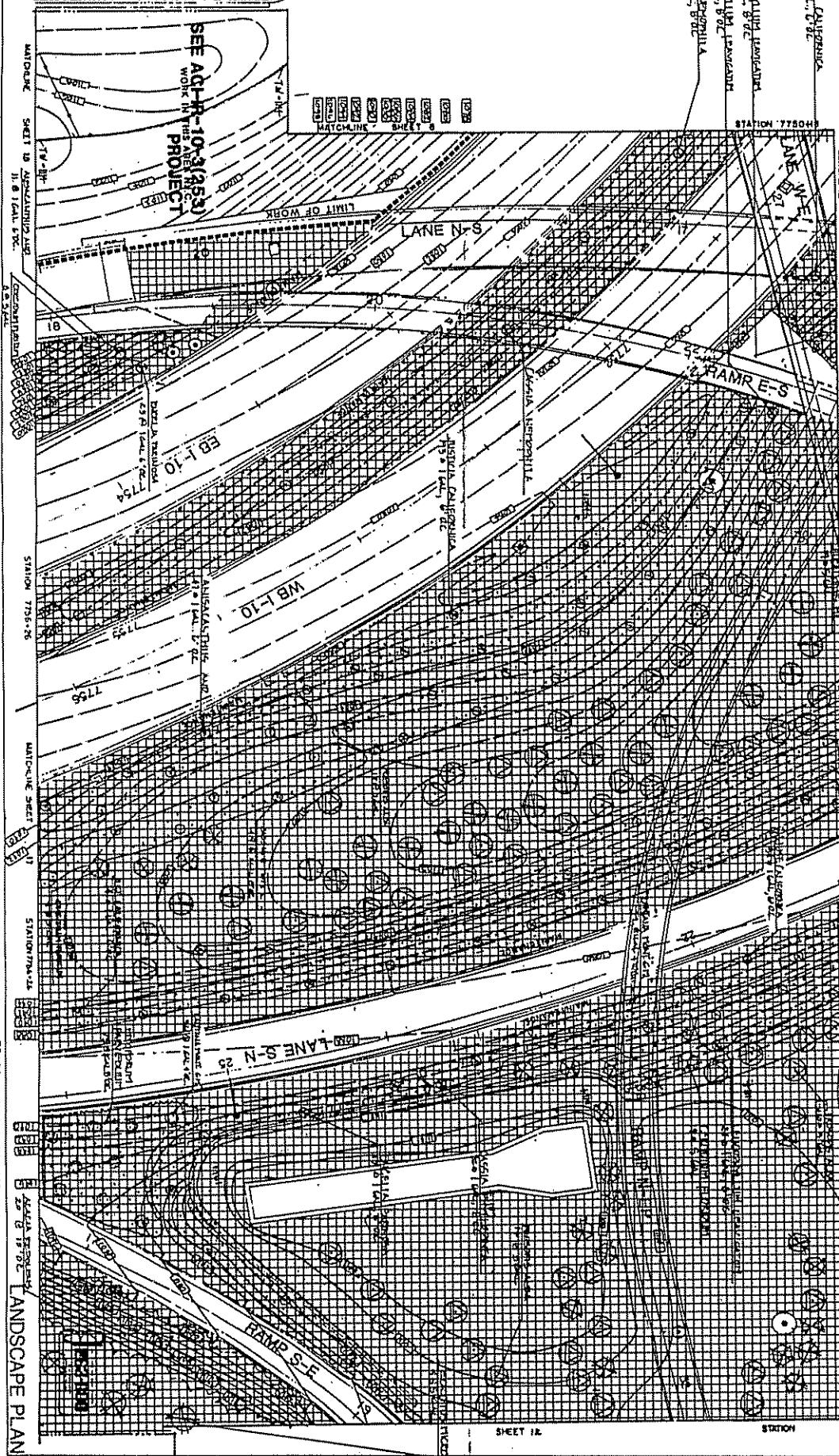
CASA HESPERALIA
7' x 16' x 80'

HOV

NO.	REVISION NO.	BY	DATE

20TH STREET

SEE ACT-R-10-3125
WORK IN THIS AREA BY C.C.
PROJECT



PLAN & MATERIALS EST.

WILLI DESIGN
Land Planning and Design Consultation

WIKTI DESIGN
Land Planning and Design Consultancy

MATCHING SHEET TO *ALBIZIALEAF* ALB.
H. & GOL. & TEC.
CONCERNING
A. S. K.

STATION 1756+26
MAILING SHEET

TRAIL

PRELIMINARY

I-10/SQUAW PEAK
EAST PAPAGO TL.
MARIKOPA COUNTY

PLANT & MATERIALS LIST

ITEM	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS
1	ACACIA MELIA	SILK ACACIA	5' FT.		
2	CONOCARUS FLORIBUND	BILLY BUD SPECIE	5' FT.		
3	MIMOSA TICHOCHINACA	COCOJIMA TREE	SEEDS 12		
4	PHOENIX CHOCOLO	MARIGOLD FESCUE	SEEDS 4		THREE HUNDRED
5	ZIZYPHUS JUZEPETUM	ST. JUDE OR JUZEPPE	10' 0" FT.	15	8' FT.
6	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
7	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
8	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
9	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
10	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
11	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
12	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
13	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
14	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
15	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
16	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
17	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
18	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
19	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
20	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
21	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
22	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
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24	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
25	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
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27	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
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30	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
31	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.
32	ZIZYPHUS JUZEPETUM	ZIZYPHUS	10' 0" FT.	15	8' FT.

WILLI DESIGN
Land Planning and Design Consultants

DATE: 11/11/2011 FOR THE CONSULTING ENGINEER:

NAME: [Signature]

PHONE NO.: [Phone Number]

FAX NO.: [Fax Number]

E-MAIL: [Email Address]

ADDRESS: [Address]

CITY: [City]

STATE: [State]

ZIP: [Zip Code]

COUNTY: [County]

PHONE NO.: [Phone Number]

FAX NO.: [Fax Number]

E-MAIL: [Email Address]

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STATE: [State]

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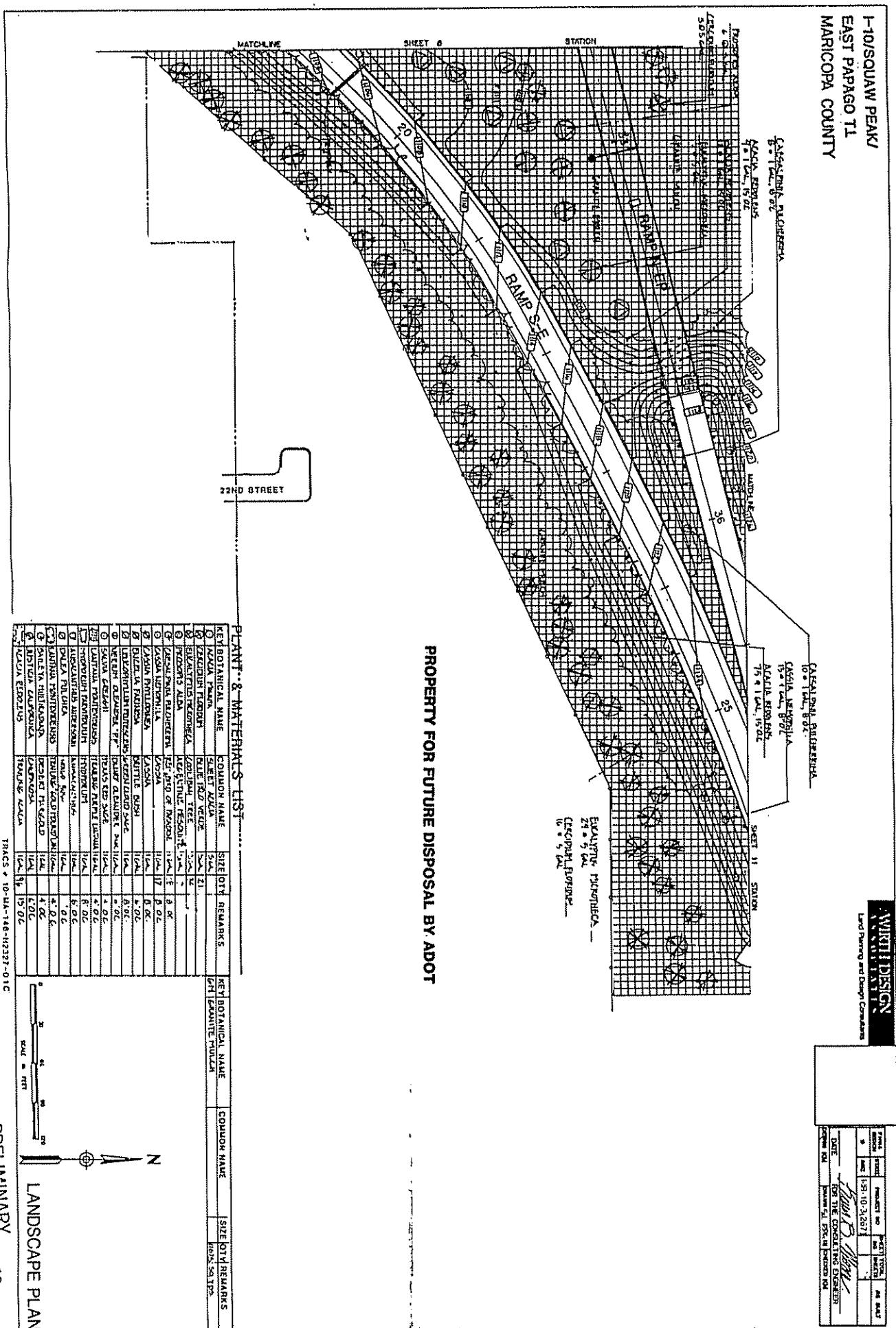
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CITY: [City]

STATE: [State]

ZIP: [Zip Code]

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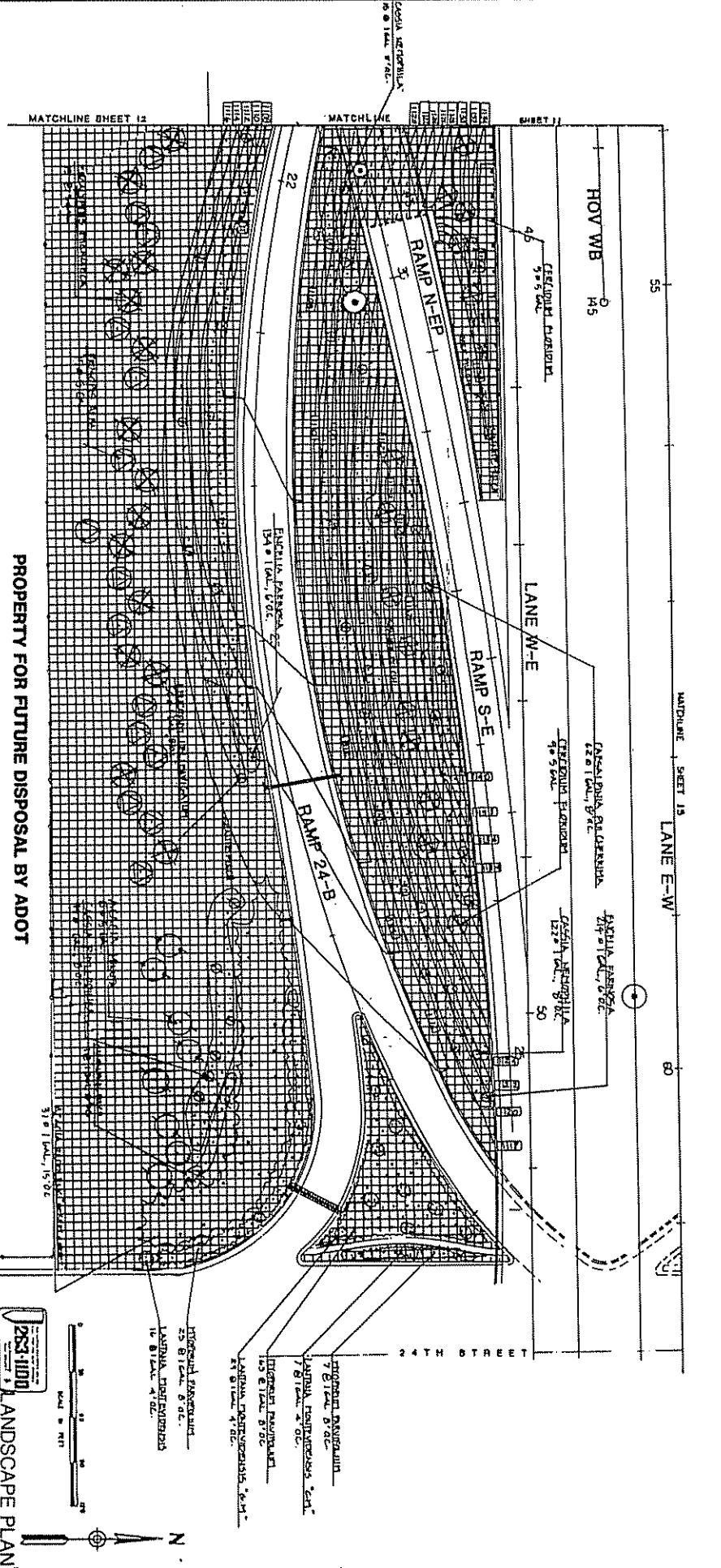
PROPERTY FOR FUTURE DISPOSAL BY ADOT

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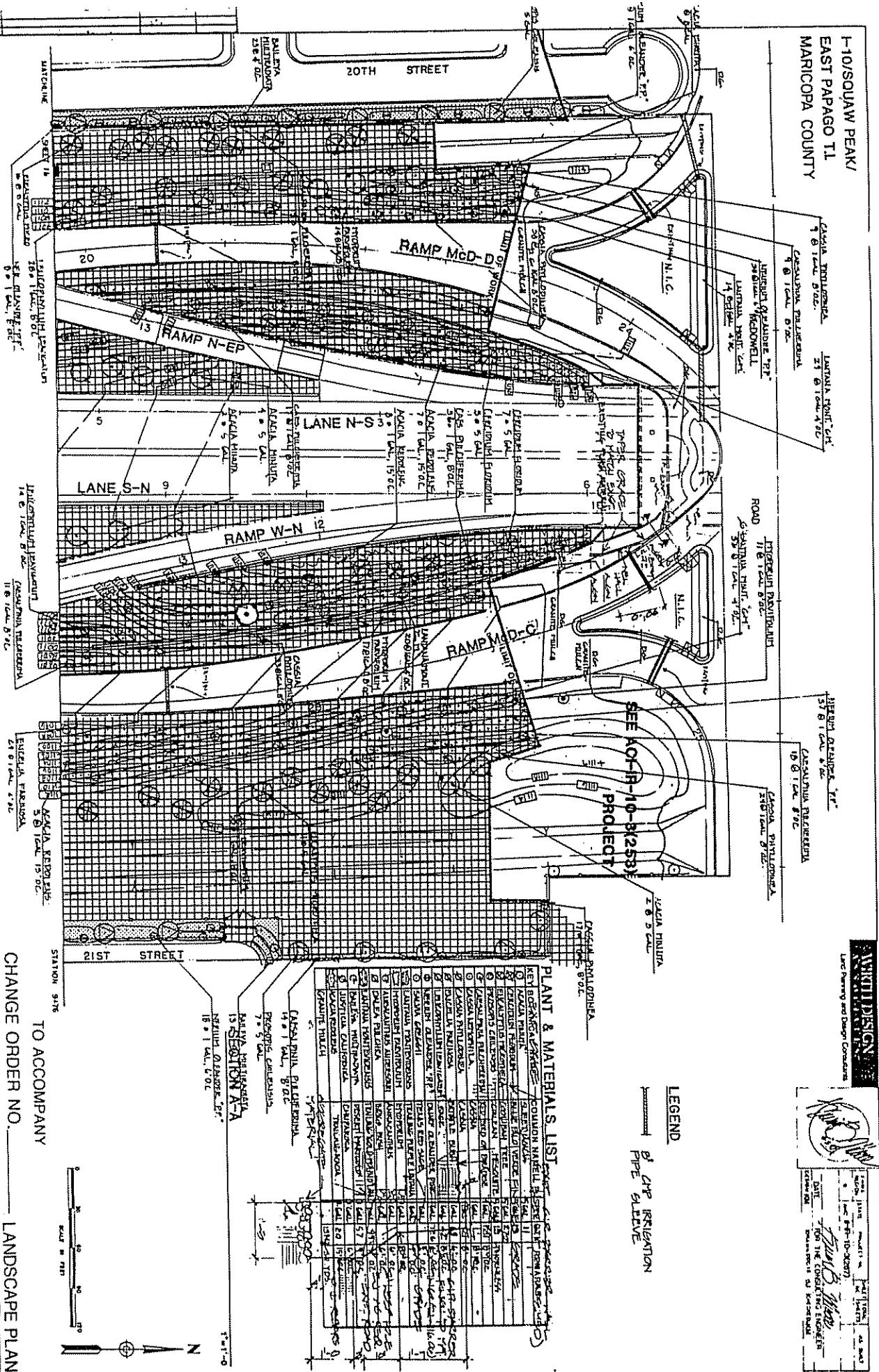
TRACKS # 10-MA-148-M2327-01C

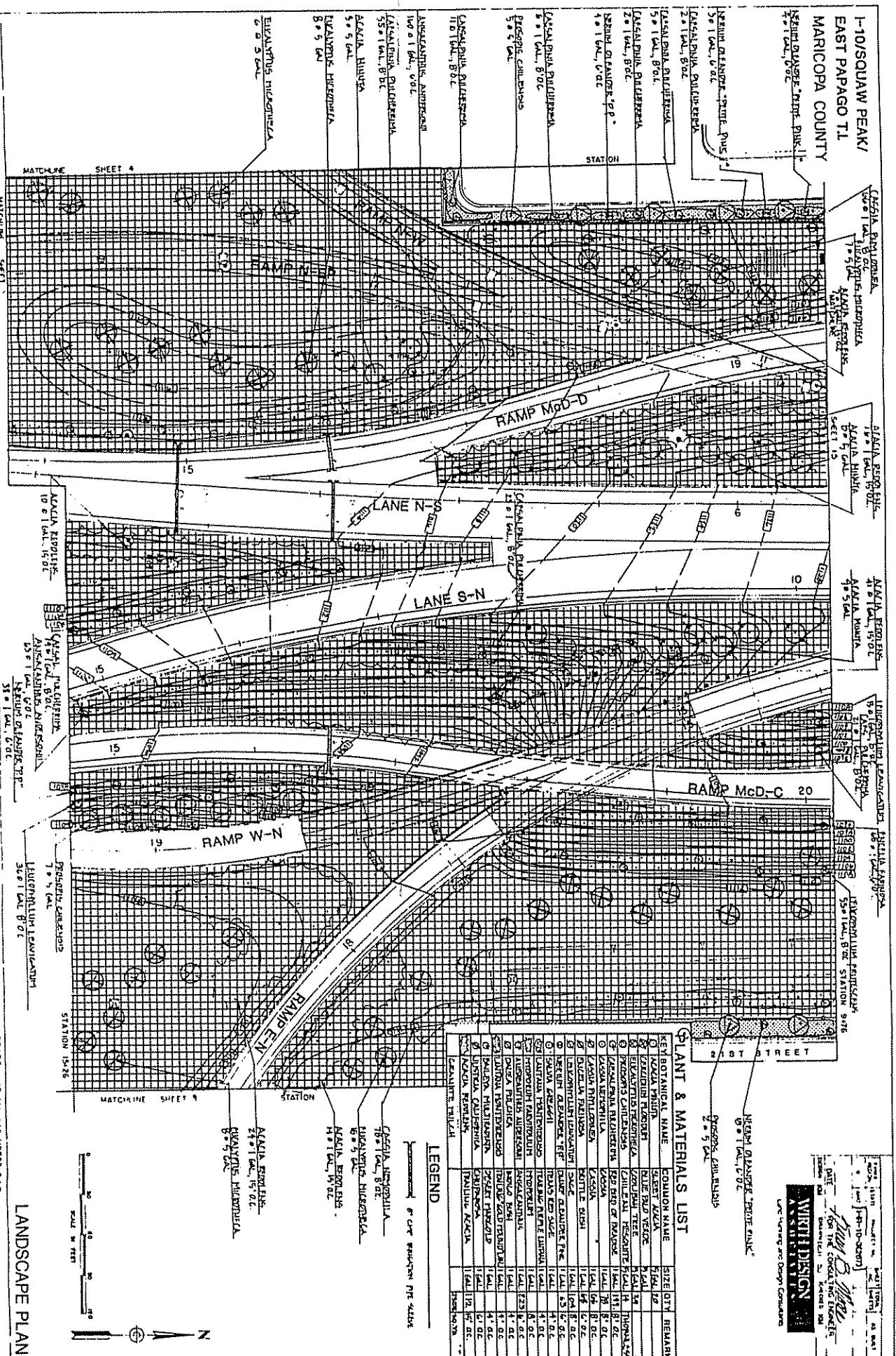
1-10/SQUAW PEAK/
EAST PAPAGO T.I.
MARIOPA COUNTY

WIRTI DESIGN



PROPERTY FOR FUTURE DISPOSAL BY ADOTT





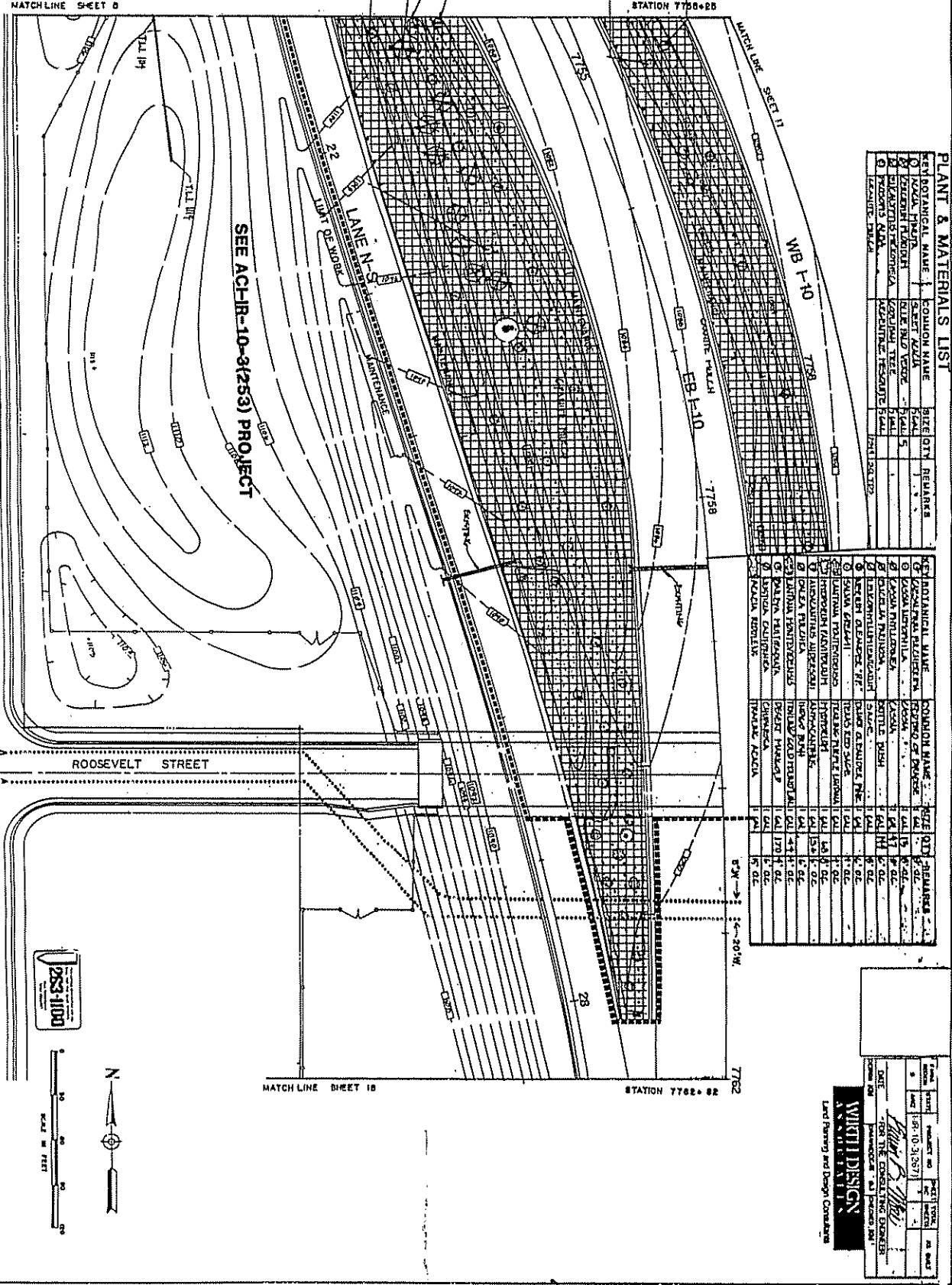
NO.	ITEMS	BY	DATE

E10/SDII AW PEAKS

F-10/SQUAW PEAK
EAST PAPAGO TL
MARICOPA COUNTY

PLANT & MATERIALS LIST

WIKTI DESIGN
Architectural
and Interior
Design Consultants



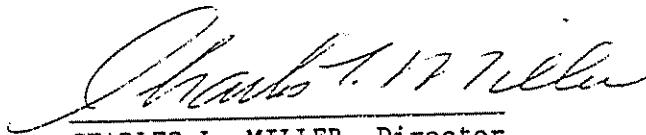
IGA 89-32

IGA 89-33

RESOLUTION

BE IT RESOLVED on this 20th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of landscape maintenance on 2 sections of Interstate 10, (from I-17 to 15th Avenue and I-10/Squaw Peak/East Papago T.I.)

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

1204j/2

RESOLUTION NO. 17592

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FREEWAY LANDSCAPING; PROVIDING FOR THE PAYMENT THEREOF; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX

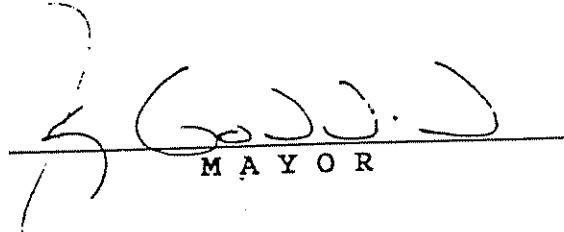
as follows:

SECTION 1. That the City Manager be and he is hereby authorized to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for purposes of freeway landscape maintenance.

SECTION 2. That the City Controller be, and is hereby authorized to expend funds not to exceed Three Hundred Twenty Four Thousand Dollars (\$324,000) for purposes of this agreement.

SECTION 3. WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health, and safety, an EMERGENCY is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the Council as required by the City Charter, and is hereby exempted from the referendum clause of said Charter.

PASSED by the Council of the City of Phoenix
this 08 day of November, 1989.


J. Goss Jr.
M A Y O R

ATTEST:

Vicky Niel City Clerk

APPROVED AS TO FORM:

John J. Fink ACTING
City Attorney

REVIEWED BY:

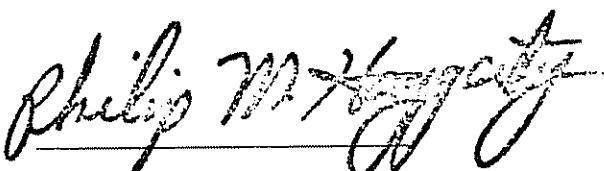
Frank J. Paulinak ASSISTANT
City Manager

JPA 89-33

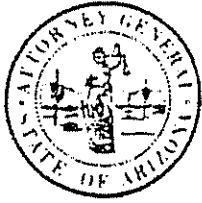
APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 20 day of March 1990.


Philip M. Meyer
City Attorney

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Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. AR 89-1845-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of March, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, appearing to read "Robert K. Corbin".

Assistant Attorney General
Transportation Division

0685G